

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420097

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stubbs Collections, Inc.		05/17/2016	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	LightStar Corporation		
Street Address:	4099 McEwen Road, Suite 375		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75244		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1944320	VIRTUTE ET LABORE STUBBS COLLECTION	
Registration Number:	2970822	VIRTUTE ET LABORE STUBBS COLLECTION	
CORRESPONDENCE DATA			
Fax Number:	2134432892		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(213) 620-1780		
Email:	shwang@sheppardmullin.com		
Correspondent Name:	Susan Hwang		
Address Line 1:	333 South Hope Street, 43rd Fl		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
NAME OF SUBMITTER:	Susan Hwang		
SIGNATURE:	/Susan Hwang/		
DATE SIGNED:	03/17/2017		
Total Attachments: 7			
source=VIRTUTE ET LABORE STUBBS - IP Sale Agreement#page1.tif			
source=VIRTUTE ET LABORE STUBBS - IP Sale Agreement#page2.tif			
source=VIRTUTE ET LABORE STUBBS - IP Sale Agreement#page3.tif			
source=VIRTUTE ET LABORE STUBBS - IP Sale Agreement#page4.tif			
source=VIRTUTE ET LABORE STUBBS - IP Sale Agreement#page5.tif			

CH \$65.00 1944320

source=VIRTUTE ET LABORE STUBBS - IP Sale Agreement#page6.tif

source=VIRTUTE ET LABORE STUBBS - IP Sale Agreement#page7.tif

INTELLECTUAL PROPERTY SALE AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of this 17th day of May, 2016, by and between LightStar Corporation (the "Buyer") and Outdoor Direct Corporation f/k/a The Brinkmann Corporation ("ODC") and Stubbs Collections, Inc. ("Stubbs") and, together with ODC, the "Seller"), each a debtor and debtor in possession in the United States Bankruptcy Court for the District of Delaware under Case No. 15-12080.

RECITALS

A. Concurrently with the execution and delivery of this Agreement, Seller is transferring and granting to Buyer and Buyer is acquiring from Seller, all of Seller's right, title, and interest in and to the trademarks and domain names set forth on Exhibit A annexed hereto (collectively, the "Intellectual Property"), including all goodwill associated therewith.

B. Buyer and Seller wish to provide for the transfer of such right, title, and interest in and to the Intellectual Property, including all goodwill associated therewith, and for the price, payment terms, and other terms and conditions applicable to such transfer.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Immediate Transfer of Intellectual Property. Effective immediately upon the mutual execution and delivery of this Agreement, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer all of Seller's rights, interests, claims and privileges associated with the Intellectual Property including, without limitation, the goodwill associated therewith and the exclusive rights to: (a) bring actions, defend against or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present, or future infringements of the Intellectual Property; (b) prosecute and maintain registrations for the Intellectual Property and any renewals and extensions thereof; (c) claim priority in connection with the Intellectual Property; and (d) all other rights of any kind whatsoever of Seller accruing thereunder. The parties acknowledge that all rights accrued from Seller's use of the Intellectual Property prior to and after assignment to Buyer, and any goodwill resulting from such uses, shall inure to the benefit of Buyer.

REDACTED

3. "AS IS" Transaction. Buyer hereby acknowledges and agrees that Seller neither makes nor has made any representations or warranties whatsoever, express or implied, with respect to any matter relating to the Intellectual Property. Without in any way limiting the foregoing, Seller hereby disclaims any warranty (express or implied) of

merchantability or fitness for any particular purpose as to the Intellectual Property. Buyer has conducted an independent inspection and investigation of the title of the Intellectual Property and all such other matters relating to or affecting the Intellectual Property as Buyer deemed necessary or appropriate and Buyer is acquiring the Intellectual Property based solely upon such independent due diligence. Accordingly, Buyer hereby accepts the Intellectual Property "AS IS, WHERE IS," and "WITH ALL FAULTS."

4. **Recordation.** Seller hereby authorizes and requests the Commissioner for Patents and Trademarks of the United States, and corresponding authorities in any jurisdictions worldwide, to record Buyer as owner of all right, title and interest in and to the Intellectual Property.

5. **Cooperation.** Seller agrees that at any time and from time to time Seller shall promptly execute and deliver such other documents and take all further actions which Buyer, its successors and/or assigns may reasonably request to effect the terms of this Agreement and to perfect Buyer's right, title and interest in and to the Intellectual Property, including, without limitation, its recordation in the relevant state, national, and international trademark offices; provided that such cooperation shall not be deemed to require the Seller to assume, incur, or pay any cost or expense or otherwise accept any burden, obligation or liability that increases those otherwise imposed by the Agreement.

6. **Miscellaneous.**

6.1 **Attorneys' Fees.** In the event that either party hereto brings an action or other proceeding to enforce or interpret the terms and provisions of this Agreement, the court shall determine any responsibility of costs and expenses (including, without limitation all court costs and reasonable attorney's fees).

6.2 **Entire Agreement.** This Agreement contains the entire agreement between Buyer and Seller relating to the sale of the Intellectual Property. Any oral representations or modifications concerning this Agreement or any such other document shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

6.3 **Modification.** This Agreement may be modified, amended, or supplemented only by a written instrument duly executed by all the parties hereto.

6.4 **Severability.** Should any term, provision, or paragraph of this Agreement be determined to be illegal or void or of no force and effect, the balance of the Agreement shall survive.

6.5 **Captions.** All captions and headings contained in this Agreement are for convenience of reference only and shall not be construed to limit or extend the terms or conditions of this Agreement.

6.6 **Waiver.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of other provisions, whether or not similar,

nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

6.7 **No Brokerage Obligations.** The Seller and the Buyer each represent and warrant to the other that such party has incurred no liability to any broker or agent with respect to the payment of any commission regarding the consummation of the transaction contemplated hereby. It is agreed that if any claims for commissions, fees or other compensation, including, without limitation, brokerage fees, finder's fees, or commissions are ever asserted against Buyer or the Seller in connection with this transaction, all such claims shall be handled and paid by the party whose actions form the basis of such claim and such party shall indemnify, defend (with counsel reasonably satisfactory to the party entitled to indemnification), protect and save and hold the other harmless from and against any and all such claims or demands asserted by any person, firm or corporation in connection with the transaction contemplated hereby.

6.8 **Survival.** The respective representations, warranties, covenants and agreements of Seller and Buyer herein, or in any certificates or other documents delivered prior to or at the Closing, shall not be deemed waived or otherwise affected by the Closing.

6.9 **Binding Effect.** This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

6.10 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of Delaware, without regard to its choice of law principles.

6.11 **Bankruptcy Court Jurisdiction.** BUYER AND SELLER AGREE THAT THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES AND OTHER MATTERS RELATING TO (i) THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT; AND/OR (ii) THE PERSONAL PROPERTY, AND BUYER EXPRESSLY CONSENTS TO AND AGREES NOT TO CONTEST SUCH EXCLUSIVE JURISDICTION.

6.12 **Construction.** In the interpretation and construction of this Agreement, the parties acknowledge that the terms hereof reflect extensive negotiations between the parties and that this Agreement shall not be deemed, for the purpose of construction and interpretation, drafted by either party hereto.

6.13 **Counterparts.** This Agreement may be signed in counterparts. The parties further agree that this Agreement may be executed by the exchange of electronic signature pages provided that by doing so the parties agree to undertake to provide original signatures as soon thereafter as reasonable in the circumstances.

6.14 **Notices.** Unless otherwise provided herein, any notice, tender, or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing, or by registered or certified mail, postage prepaid, return receipt

requested, and shall be deemed communicated as of the date of mailing. Mailed notices shall be addressed as set forth below, but each party may change his address by written notice in accordance with this paragraph.

To Seller: Outdoor Direct Corporation
c/o Aurora Management Partners
112 South Tryon Street, Suite 1770
Charlotte, NC 28284
Attn: Mr. David Baker
Email: dbaker@auroramp.com

Copy to: Pachulski Stang Ziehl & Jones LLP
10100 Santa Monica Boulevard, 13th Floor
Los Angeles, CA 90067
Attn: Jeffrey N. Pomerantz
E-mail: jpomerantz@pszjlaw.com

To Buyer: LightStar Corporation
c/o Michael D. Warner, Esq.
Cole Schotz, P.C.
301 Commerce Street, Suite 1700
Fort Worth, TX 76462
E-mail: mwarner@coleschotz.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SELLER:

Outdoor Direct Corporation,
a Texas corporation,
Debtor

By: *Laura C. Kendall*
Name: Laura Kendall
Its: Deputy Restructuring Officer

SELLER:

Stubbs Collections, Inc.,
a Texas corporation,
Debtor and Debtor in Possession

By: *Laura C. Kendall*
Name: Laura Kendall
Its: Deputy Restructuring Officer

BUYER:

LightStar Corporation,
a Delaware corporation

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SELLER:

Outdoor Direct Corporation,
a Texas corporation,
Debtor and Debtor in Possession

By: _____
Name: _____
Its: _____

SELLER:

Stubbs Collections, Inc.,
a Texas corporation,
Debtor and Debtor in Possession

By: _____
Name: _____
Its: _____

BUYER:

LightStar Corporation,
a Delaware corporation

By: *[Signature]*
Name: *W. Barry Be. Johnson*
Its: *President*

EXHIBIT A

Intellectual Property

U.S. TRADEMARKS

TRADEMARK	TYPE	OWNER	SERIAL NUMBER	REG. DATE	REG. NUMBER
VIRTUTE ET LABORE STUBBS COLLECTION	Word+Design	Stubbs	74/638,063	12/26/95	1944320
VIRTUTE ET LABORE STUBBS COLLECTION	Word+Design	Stubbs	74/639,852	07/19/05	2970822

FOREIGN TRADEMARKS

TRADEMARK	COUNTRY	OWNER	REG. DATE	REG. NUMBER	INT'L CLASS
Stubbs Collection Logo Design	Germany	Stubbs	07/15/96	395 52 330	1C.025
Stubbs Collection	Germany	Stubbs	07/15/96	395 52 331	1C.025

DOMAIN NAMES

DOMAIN NAME	OWNER
stubbscollection.com	ODC
stubbscollectioninc.com	ODC

DOCS_SF-90515.3